

November 16 2023 8:30 AM

CONSTANCE R. WHITE  
COUNTY CLERK  
NO: 23-2-11234-8

## SUPERIOR COURT OF THE STATE OF WASHINGTON

## IN AND FOR THE COUNTY OF PIERCE

JESUS JIMENEZ, individually and as  
Personal Representative of THE ESTATE  
OF JESUS ANTONIO JIMENEZ,

NO.

Plaintiffs,

vs.

## COMPLAINT FOR DAMAGES

JEAN B. RAMEAU and "JANE DOE"  
RAMEAU, husband and wife and the  
marital community composed thereof;  
WILFRED JEAN and "JANE DOE" JEAN,  
husband and wife and the marital  
community composed thereof; GENERAL  
PARTNERS GROUP, INC., a foreign  
corporation; ZERO MAX, INC., a foreign  
corporation,

Defendants.

COME NOW the Plaintiffs, by and through their attorneys of record, Sok-Khieng K. Lim and Michael J. Fisher of Rush, Hannula, Harkins & Kyler, PLLC, and Cody Colwell of Chou Colwell, P.S., and for cause of action against the defendants, state and allege as follows:

I.

The court has jurisdiction over the subject matter herein and the parties hereto.

///

COMPLAINT FOR DAMAGES - 1

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1 II.

2 At all times material hereto, decedent, Jesus Antonio Jimenez, was a resident of  
3 Tacoma, Pierce County, Washington.

4 III.

5 Jesus Jimenez, is the personal representative of the Estate of Jesus Antonio  
6 Jimenez, deceased, by virtue of his appointment as personal representative of the  
7 estate on June 13, 2023, in the Superior Court of the State of Washington, County of  
8 Pierce, Cause No. 23-4-01434-3.

9 IV.

10 At all times material hereto, defendants, Jean B. Rameau and "Jane Doe"  
11 Rameau were husband and wife, forming a marital community under the laws of the  
12 State of Washington. All acts, omissions and conduct of defendant, Jean B. Rameau,  
13 were committed by and on behalf of the marital community for which it is legally liable.  
14

15 V.

16 At all times material hereto, defendants Jean B. Rameau and "Jane Doe"  
17 Rameau were residents of Orlando, Florida.

18 VI.

19 At all times material hereto, defendants Wilfred Jean and "Jane Doe" Jean were  
20 husband and wife, forming a marital community under the laws of the State of  
21 Washington. All acts, omissions and conduct of defendant, Wilfred Jean, were  
22 committed by and on behalf of the marital community for which it is legally liable.  
23

24 ///

25 ///

VII.

At all times material hereto, defendants Wilfred Jean and "Jane Doe" Jean were residents of Lehigh, Florida.

VIII.

At all times material hereto, defendant, General Partners Group, Inc., was an Ohio for-profit Corporation, licensed and authorized to do business in the State of Washington and doing business in Pierce County, Washington.

IX.

All acts, omissions and conduct of the employees, agents, representatives or individuals of defendant General Partners Group, Inc., were by and on behalf of defendant General Partners Group, Inc., and in the course and scope of their employment/agency for which defendant General Partners Group, Inc., is legally liable on the basis of employer/employee, respondeat superior, and/or agency or apparent agency.

X.

At all times material hereto, defendant Zero Max, Inc., was an Illinois for-profit Corporation, licensed and authorized to do business in the State of Washington and doing business in Pierce County, Washington.

XI.

All acts, omissions and conduct of the employees, agents, representatives or individuals of defendant Zero Max, Inc., were by and on behalf of defendant Zero Max, Inc., and in the course and scope of their employment/agency for which defendant Zero Max, Inc., is legally liable on the basis of employer/employee, respondeat superior,

1 and/or agency or apparent agency.

2 XII.

3 At all times material hereto, defendant, Jean B. Rameau, is and/or was an  
4 employee, agent or representative of defendant General Partners Group, Inc., and was  
5 in the course and scope of his employment and/or agency with defendant General  
6 Partners Group, Inc. All acts, omissions and conduct of defendant Jean B. Rameau  
7 were by and on behalf of defendant General Partners Group, Inc., and in the course and  
8 scope of his employment/agency for which defendant, General Partners Group, Inc., is  
9 legally liable on the basis of employer/employee, respondeat superior, and/or agency or  
10 apparent agency.  
11

12 XIII.

13 To the best information and belief of Plaintiffs, at all times material hereto,  
14 defendant Jean B. Rameau is and/or was an employee, agent or representative of  
15 defendant Zero Max, Inc., and was in the course and scope of his employment and/or  
16 agency with defendant Zero Max, Inc. All acts, omissions and conduct of defendant  
17 Jean B. Rameau were by and on behalf of defendant Zero Max, Inc., and in the course  
18 and scope of his employment/agency for which defendant, Zero Max, Inc., is legally  
19 liable on the basis of employer/employee, respondeat superior, and/or agency or  
20 apparent agency.  
21

22 XIV.

23 At all times material hereto, defendant Wilfred Jean is and/or was an employee,  
24 agent or representative of defendant General Partners Group, Inc., and was in the  
25 course and scope of his employment and/or agency with defendant General Partners

1 Group, Inc. All acts, omissions and conduct of defendant Wilfred Jean were by and on  
2 behalf of defendant General Partners Group, Inc., and in the course and scope of his  
3 employment/agency for which defendant, General Partners Group, Inc., is legally liable  
4 on the basis of employer/employee, respondeat superior, and/or agency or apparent  
5 agency.

6  
7 XV.

8 To the best information and belief of Plaintiffs, at all times material hereto,  
9 defendant Wilfred Jean is and/or was an employee, agent or representative of  
10 defendant Zero Max, Inc., and was in the course and scope of his employment and/or  
11 agency with defendant Zero Max, Inc. All acts, omissions and conduct of defendant  
12 Wilfred Jean were by and on behalf of defendant Zero Max, Inc., and in the course and  
13 scope of his employment/agency for which defendant, Zero Max, Inc., is legally liable on  
14 the basis of employer/employee, respondeat superior, and/or agency or apparent  
15 agency.

16  
17 XVI.

18 On or about June 1, 2023, there were a number of tractor-trailer vehicles parked  
19 side-by-side at the Mustard Seed Truck Stop located in Sumner, Pierce County,  
20 Washington. One of the parked tractor-trailer vehicles had been parked there by the  
21 decedent, Jesus Antonio Jimenez. Immediately to the left of the Jimenez tractor-trailer  
22 was a tractor-trailer which had been parked there by defendant, Jean Rameau, or  
23 defendant, Wilfred Jean.

24  
25 XVII.

On or about June 1, 2023, Jesus Antonio Jimenez, was standing next to the

1 driver's side door of his tractor trailer, in between his tractor-trailer and the defendants'  
2 tractor-trailer, and was readily visible.

3 XVIII.

4 At or around the same time, defendant, Jean Rameau, began to pull the  
5 defendants' tractor-trailer forward out of its' parking spot. While driving forward  
6 defendant, Jean Rameau, began turning defendants' tractor-trailer to the right before he  
7 had cleared the Jimenez tractor-trailer which caused the right side of the defendants'  
8 tractor-trailer to contact the Jimenez tractor-trailer. Upon contact between the two  
9 tractor-trailer vehicles defendant, Jean Rameau, did not stop and continued to drive  
10 forward and to the right dragging the right side of his tractor-trailer along the left side of  
11 the Jimenez tractor-trailer.  
12

13 XIX.

14 As a result of defendant, Jean Rameau's, conduct, Jesus Antonio Jimenez, was  
15 first pinned between the two tractor-trailer vehicles. The continued forward movement  
16 of defendants' tractor-trailer by defendant, Jean Rameau, drug Mr. Jimenez down to the  
17 ground where the trailer tires of defendants' tractor-trailer ran over Mr. Jimenez crushing  
18 him to death.  
19

20 XX.

21 To the best information and belief of Plaintiffs, at the time of the subject collision  
22 described above, defendant, Jean Rameau, was inexperienced in operating a tractor-  
23 trailer and was doing so under the instruction and/or supervision of defendant, Wilfred  
24 Jean.

25 ///

XXI.

At the time of the subject collision described above, the tractor-trailer being driven by defendant, Jean Rameau, was leased and/or operated by defendant General Partners Group, Inc., and/or Zero Max, Inc.

XXII.

The operation of a commercial vehicle in the transportation of goods in interstate commerce constitutes a hazardous activity that presents substantial dangers to other vehicles and pedestrians when not done safely, properly and with due caution.

Accordingly, there are a number of federal regulations, state statutes, industry standards and local ordinances that govern the qualification, training and retention of professional tractor-trailer drivers, and the safe operation of commercial motor vehicles.

XXIII.

In applying for and maintaining operating authority as an interstate motor carrier, defendants, General Partners Group, Inc., and/or Zero Max, Inc., voluntarily assumed certain duties when certifying to the USDOT that they would:

- (a) Have in place a system and an individual responsible for ensuring overall compliance with the FMCSR's;
- (b) Have in place a driver safety training/orientation program;
- (c) Be familiar with DOT regulations governing driver qualifications and have in place a system for overseeing driver qualification requirements (49 CFR 391);

- 1 (d) Have in place policies and procedures consistent with DOT regulations  
 2 governing driving and operational safety of motor vehicles, including drivers'  
 3 hours of service and vehicle inspection, repair and maintenance; and,  
 4 (e) Comply with all pertinent Federal, State, local and tribal statutory and  
 5 regulatory requirements when operating within the United States.

6 XXIV.

7  
 8 At all times material hereto, defendants, Jean Rameau and Jean Wilfred, were  
 9 Class "A" licensed truck drivers operating a commercial tractor-trailer in interstate  
 10 commerce for defendants, General Partners Group, Inc., and/or Zero Max, Inc.

11 **FIRST CAUSE OF ACTION**  
 12 (Negligence of Driver)

13 XXV.

14 The subject collision and the resulting injuries and ultimate death of Jesus  
 15 Antonio Jimenez, was caused by the negligence of defendant, Jean Rameau, including,  
 16 but not limited to, the following:

- 17 (a) Failing to yield right of way to pedestrians;  
 18 (b) Failing to maintain a proper lookout;  
 19 (c) Failing to observe the rules of the road;  
 20 (d) Failing to have his vehicle under control;  
 21 (e) Failing to operate his vehicle in a careful and prudent manner;  
 22 (f) Failing to keep an assured clear distance between his vehicle and  
 23 pedestrians;  
 24 (h) Failing to keep an assured clear distance between his vehicle and other  
 25 vehicles on a roadway; and;



- 1 (i) Failing to exercise reasonable care under the circumstances.

2 **SECOND CAUSE OF ACTION**  
3 (Negligence of Company)

4 XXVI.

5 Defendants, General Partners Group, Inc., and/or Zero Max, Inc., had a non-  
6 delegable duty to ensure that its drivers and vehicles were reasonably safe and  
7 complied with all laws and industry standards concerning the safe operation and  
8 maintenance of commercial motor vehicles.

9 XXVII.

10 Defendants, General Partners Group, Inc., and/or Zero Max, Inc., breached the  
11 above-mentioned duties and were therefore negligent in one or more of, but not limited  
12 to, the following ways:

- 13 a. Failing to verify and ensure that defendant, Jean Rameau, operated the  
14 commercial tractor-trailer in a reasonably safe manner and abided by all  
15 laws governing the safe operation of commercial motor vehicles in  
16 violation of 49 C.F.R. §392.1;  
17  
18 b. Failing to properly train and instruct defendant, Jean Rameau, and its  
19 drivers on defensive driving, safe driving, proper following distance and  
20 proper lookout in violation of 49 C.F.R. §383.111;  
21  
22 c. Failing to properly supervise defendant, Jean Rameau, and identify  
23 dangerous and negligent driving behaviors that could have been corrected  
24 in time to avoid the subject collision;  
25  
26 d. Failing to perform or improperly performing background, driving record,  
physical fitness to drive and/or character investigations that would have

- 1 revealed defendant, Jean Rameau, was unfit to operate a commercial  
 2 motor vehicle in violation of 49 C.F.R. §391.21 and §391.23;
- 3 e. Hiring and retaining defendant, Jean Rameau, despite his subpar safety  
 4 and driving record, which was or should have been known to defendants  
 5 at the time of his hire in violation of 49 C.F.R. §391.11 and §391.13;
- 6 f. Failing to perform or improperly performing the review, audit and  
 7 corrective actions to verify defendant, Jean Rameau's, knowledge of and  
 8 compliance with the laws and industry standards concerning the safe  
 9 operation of commercial motor vehicles in violation of 49 C.F.R. §392.1(a);
- 10 g. Failing to perform or improperly performing the annual performance  
 11 reviews, and checking medical evaluations, driving and personnel records,  
 12 that would have revealed defendant, Jean Rameau, was unqualified and  
 13 unfit to operate a commercial motor vehicle in violation of 49 C.F.R.  
 14 §391.25 and §391.27; and,
- 15 h. Habitually disregarding the state and federal laws and regulations and  
 16 industry standards stated above, such that it created a culture of danger  
 17 and zone of risk that was reasonably anticipated to cause injury and death  
 18 to the traveling public and constituted a dangerous mode of operation.  
 19  
 20

### **THIRD CAUSE OF ACTION**

(Negligent Hiring, Training, Supervision, Retention and Entrustment)

XXVIII.

23 Defendants, General Partners Group, Inc., and/or Zero Max, Inc., owed a duty to  
 24 exercise reasonable care in the hiring, training, supervision, retention, and entrustment  
 25 of drivers whose conduct in the operation of commercial vehicles may cause injury.

1 XXIX.

2 Defendants, General Partners Group, Inc., and/or Zero Max, Inc., owed a duty to  
3 make a reasonable inquiry and investigation into the background, character and driving  
4 history of defendant, Jean Rameau, both prior to and after retaining him as a driver of  
5 commercial vehicles.

6 XXX.

7  
8 At the time of the subject collision described above, defendant, Jean Rameau,  
9 who was 45-years old, was an inexperienced driver who had possessed a regular  
10 driver's license for less than 9-years and who had possessed a commercial driver's  
11 license for less than 10-months.

12 XXXI.

13 Prior to being retained as a driver for defendants, General Partners Group, Inc.,  
14 and/or Zero Max, Inc., defendant, Jean Rameau, had received multiple driving  
15 violations, including violations for reckless driving and for speeding. The American  
16 Transportation Research Institute ("ATRI"), a trucking-industry-funded organization has  
17 published multiple studies on the relationship between a truck driver's driving history  
18 and the likelihood of a crash. In 2005 the ATRI study found that drivers with a single  
19 traffic violation had a 56 percent increase in crashes and that a single reckless driving  
20 violation increased future crash risk by 325 percent. For drivers with multiple traffic  
21 violations, such as defendant Jean Rameau, the risk is even greater.

22 XXXII.

23  
24 After retaining defendant, Jean Rameau, as a driver, defendants, General  
25 Partners Group, Inc., and/or Zero Max, Inc., had an obligation to train defendant Jean

1 Rameau to safely operate defendants' commercial vehicles. The fact that defendant  
 2 Jean Rameau possessed a commercial driver's license ("CDL") did not mean that he  
 3 was a trained, experienced, and safe commercial vehicle driver. In the 1997 publication  
 4 *On Guard* the USDOT put the trucking industry on notice that a CDL does not indicate  
 5 the holder is a trained or experienced truck driver. A CDL merely indicates that the  
 6 holder has passed minimal skills and knowledge tests. It is incumbent upon an entity  
 7 utilizing a commercial vehicle driver such as defendant, Jean Rameau, to ensure that  
 8 the driver is properly trained to operate commercial vehicles.

9  
 10 XXXIII.

11 Defendants, General Partners Group, Inc., and/or Zero Max, Inc., were negligent  
 12 in failing to investigate defendant, Jean Rameau's, driving history, failing to provide him  
 13 with adequate training, failing to take other action to ensure that he could safely operate  
 14 a commercial tractor-trailer and/or entrusting him to operate a commercial tractor-trailer.

15 **FOURTH CAUSE OF ACTION**  
 16 (Vicarious Liability)

17 XXXIV.

18 At the time of the subject collision referenced above, defendants, Jean Rameau  
 19 and Jean Wilfred, were in the course and scope of their employment, agency or  
 20 representation of defendants, General Partners Group, Inc., and/or Zero Max, Inc.

21 XXXV.

22 Defendants, General Partners Group, Inc., and/or Zero Max, Inc., are legally  
 23 liable for all acts, omissions and conduct of defendants, Jean Rameau and/or Jean  
 24 Wilfred, on the basis of employer/employee, respondeat superior, and/or agency or  
 25 apparent agency.

## XXXVI.

The plaintiff decedent, Jesus Antonio Jimenez, suffered catastrophic injuries and death as a direct and proximate result of the negligence of all the defendants. Plaintiff decedent, Jesus Antonio Jimenez, was properly standing by the door of his tractor-trailer at the time of the subject collision and was fault free. Jesus Antonio Jimenez committed no act of fault that was a proximate cause for his respective injuries or death. Because Jesus Antonio Jimenez, was fault free, all tortfeasors that caused plaintiffs' injuries are jointly and severally liable for those injuries, damages and losses.

## XXXVII.

As a direct and proximate result of the defendants' negligence and lack of due care, as alleged herein, plaintiff decedent, Jesus Antonio Jimenez, sustained catastrophic personal injuries and death, all in amounts to be proven at trial.

## XXXVIII.

As a further direct and proximate result of the defendants' negligence and lack of due care, as alleged herein, plaintiff decedent, Jesus Antonio Jimenez, has incurred medical costs and expenses, has suffered a permanent loss of income, has suffered a permanent impairment to earning capacity, and has sustained other out-of-pocket expenses, all in amounts to be proven at trial.

## XXXIX.

As a further direct and proximate result of defendants' negligence and lack of due care, as alleged herein, plaintiff decedent, Jesus Antonio Jimenez, sustained physical and mental pain, suffering, disability and disfigurement and suffered loss of enjoyment of life until his death, all in amounts to be proven at the time of trial.

1 XL.

2 As a direct and proximate result of the defendants' conduct, as alleged herein,  
3 the Estate of Jesus Antonio Jimenez, has incurred medical expenses, has suffered  
4 damage by way of Estate costs and taxes, has suffered a permanent impairment to the  
5 decedent's earning capacity, and incurred funeral expenses, all in an amount to be  
6 proven at the time of trial.

7 XLI.

8 As a further direct and proximate result of the defendants' conduct, as alleged  
9 herein, statutory beneficiary, Dilma Eloisa Galvez Gonzalez De Jimenez, has suffered  
10 and will continue to suffer a destruction and permanent impairment of her marital  
11 relationship with her husband, Jesus Antonio Jimenez, including the loss of love,  
12 affection, companionship and society, all in amounts to be proven at the time of trial.

13 XLII.

14 As a further direct and proximate result of the defendants' conduct, as alleged  
15 herein, statutory beneficiaries, Marisol Montes Suarez, Eduardo Jimenez and Jesus  
16 Jimenez, have suffered and will continue to suffer a destruction and permanent  
17 impairment of their relationship with their father, including the loss of love, affection,  
18 companionship and society, all in amounts to be proven at the time of trial.

19 WHEREFORE, Plaintiffs pray for judgment against the defendants as follows:  
20

- 21 1. For all general and non-economic damages suffered by Plaintiffs, and to  
22 be suffered in the future;  
23  
24 2. For all special and economic damages suffered by Plaintiffs, and to be  
25 suffered in the future;

3. For pre-judgment interest on the liquidated sums,
4. For all costs and disbursements incurred herein, including a reasonable attorney's fee, and
5. For such other and further relief as the court may deem just and equitable.

DATED this 15<sup>th</sup> day of November, 2023.

RUSH, HANNULA, HARKINS & KYLER, PLLC

By: 

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